

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF MISSOURI

IN RE:)
)
FRANCISCO ARMANDO SHERMAN) Case No. 05-47025-JWV
)
) Chapter 7
Debtor.)
_____))
)
FRANCISCO ARMANDO SHERMAN)
)
Plaintiff,) Adversary Case No. 05-04166-jwv
)
vs.)
)
MOHELA)
SALLIE MAE, INC.)
STUDENT LOAN GUARANTEE)
FOUNDATION OF ARKANSAS)
US DEPARTMENT OF EDUCATION)
STUDENT LOAN MARKETING)
ASSOCIATION)
AMERICAN EDUCATION SERVICES/)
KEY CORPORATE TRUST)
COLORADO STUDENT LOANS)
EDUCATION RESOURCES INSTITUTE)
DBA TERI)
MISSOURI DEPARTMENT OF HIGHER)
EDUCATION)
NELNET)
WELLS FARGO BANK)
)
Defendants.)

AMENDED COMPLAINT TO DETERMINE DISCHARGEABILITY
OF STUDENT LOANS UNDER §523 (a)(8)

COMES NOW Plaintiff Francisco Armando Sherman, by and through his attorney, Erlene W. Krigel, and for his Complaint against the Defendants MOHELA, Sallie Mae, Inc., Student Loan Guarantee Foundation of Arkansas, US Department of Education, Student Loan Marketing Association, AES Key Corporate Trust, Colorado Student Loans, Education Resources Institute, Missouri Department of Higher Education, Nelnet and Wells Fargo Bank, states and alleges as follows:

1. This is a core proceeding over which this court has jurisdiction under 28 U.S.C. § 157 (b)(2)(I) and relates to *In Re Francisco Armando Sherman*, Chapter 7 bankruptcy Case Number 05-47025-jwv7, pending in the United States Bankruptcy Court for the Western District of Missouri.

2. Defendant MOHELA can be served at 14528 South Outer 40, Suite 300, Chesterfield, Missouri 63017.

3. Defendant Sallie Mae, Inc. is a Delaware corporation, authorized to do business in the State of Kansas, and the successor to Sallie Mae Servicing, LP, a Delaware limited partnership, which was merged into Sallie Mae, Inc. ("Sallie Mae"). The student loan owed to this Defendant is guaranteed by the Defendant Student Loan Guarantee Foundation of Arkansas. The Defendant Sallie Mae can be served by serving it through its registered agent: The Corporation Company, Inc., 515 South Kansas Avenue, Topeka, KS 66603, and at its corporate headquarters at 12061 Bluemont Way, Reston, VA 20190. Further, the Defendant is represented by a number of collection agents: Sallie Mae Servicing, P.O. Box 4600 Willes-Barre, PA 18773-4600, Connie Meskimen, PA, 219 S. Victory, Little Rock, AR 72201-1884, and Sallie Mae, 1002 Arthur Drive, Lynn Haven, FL 32444. The Defendant Student Loan Guarantee Foundation of Arkansas can be served by serving its counsel Connie Meskimen, PA, 219 S. Victory, Little Rock, AR 72201-1884.

4. Defendant U.S. Department of Education can be served at 501 Bleecker Street, Utica, NY 13501 and the U.S. Attorney's Office, 400 E. 9th Street, Kansas City, MO 64106.

5. Defendant Student Loan Marketing Association can be served at 2000 Bluffs Drive, Lawrence, Kansas 66044.

6. Defendant American Education Systems (AES) Key Corp Trust, can be served at P.O. Box 2461, Harrisburg, PA 17105, and at AES, Compliance Services, Loan Discharge Unit, 1200 North Seventh Street, Harrisburg, PA 17102-1444,

7. Defendant Colorado Student Loans can be served at Denver Place, 999 18th Street, Suite 425, Denver, CO 80202-2471 and by serving its collection agent: Windham Professionals, Inc., 380 Main Street, Salem, NH 03079.

8. Defendant Education Resources Institute dba TERI can be served at 31 St. James Ave., 4th Floor, Boston, MA 02116 and at its collection agent: The Vogler Law Firm, P.O. Box 419037, St. Louis, MO 63141-9037.

9. Defendant Missouri Department of Higher Education can be served at P.O. Box 55755, Boston, MA 02205-5126 and at 3515 Amazonas Drive, Jefferson City, MO 65109.

10. Defendant Nelnet or National Education Loan Network can be served at P.O. Box 1649, Denver, CO 80201 and at Nelnet, P.O. Box 82505, Lincoln, NE 68501.

11. Defendant Wells Fargo Bank can be served at 1250 Montego Way, Walnut Creek, CA 94598.

12. Plaintiff filed his Petition under Chapter 7 of the Bankruptcy Code on September 23, 2005, and listed among his debts an obligation of the Plaintiff for educational loans made, insured, or guaranteed by Defendants as reflected in the Plaintiff's Schedule F.

13. Defendants are the governmental entities or creditors to whom the above referenced debts are owed.

14. Plaintiff is indebted to Defendants for educational loans made by Defendants to Plaintiff.

15. This is an adversary proceeding brought under 11 U.S.C. Section 523 (a)(8) for a determination of dischargeability of these debts.

16. Plaintiff will be unable to maintain a "minimal" standard of living if forced to repay the loans.

17. Excepting the debts owed to Defendants from discharge under 11 U.S.C. § 523 (a)(8) of the Bankruptcy Code will impose an undue hardship on the Plaintiff.

18. Plaintiff has made good-faith efforts to repay the debts to Defendants.

19. That circumstances exist which substantiate that the Plaintiff's budget is likely to remain at its current level or worsen for a significant portion of the repayment period. Thus, it is unlikely that Plaintiff will be able to repay these student loans within the foreseeable future.

WHEREFORE, Plaintiff prays that the Court enter a judgment against Defendants in favor of Plaintiff declaring that these student loan debts are discharged, and for such other and further relief as this Court deems just and proper.

KRIGEL & KRIGEL, P.C.

/s/ Erlene W. Krigel

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